

A. G. Contract No. KR91-0598-TRD
ECS File: JPA-89-151
Phoenix File: 62769
Project: RAM 600-3-512
TRACS NO.: H 2044 02C
Section: Hohokam/East Papago

**INTERGOVERNMENTAL AGREEMENT
LANDSCAPE MAINTENANCE**

BETWEEN
THE STATE OF ARIZONA,
AND
THE CITY OF PHOENIX

67790

THIS AGREEMENT is entered into 25 April, 1994,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State"), and the
CITY OF PHOENIX, acting by and through its City Council ("the
City").

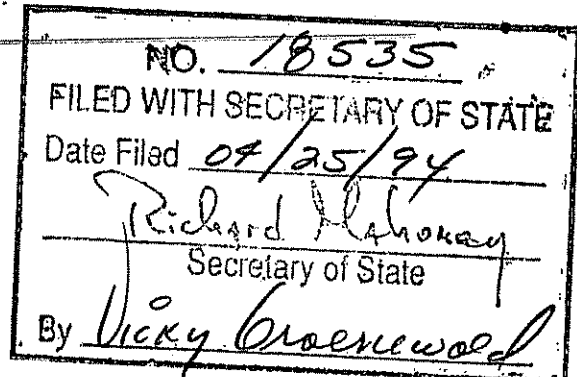
I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 48-572 and City Charter, Chapter 2, Section 2 to enter
into this agreement and has by resolution, a copy of which is
attached hereto and made a part hereof, resolved to enter into
this agreement and has authorized the undersigned to execute
this agreement on behalf of the City.

3. It is to the mutual advantage of the State and the
City to landscape certain areas within the right of way on 47th
and 46th Streets at the following locations:

Within the right of way on 46th Street beginning at
Station 41+20 to Station 52+20. Within the Crosscut
Canal right of way at 47th Street, beginning at 32+60
to 36+85, a net distance of 0.29 miles as shown on the
Landscape Maintenance Exhibits "A" and "B", attached
hereto and made a part hereof.



THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

a. Prepare plans for the landscape project and submit them to the City for review and comment.

b. Upon approvals, construct the landscape project using State funds. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the State.

2. The City will:

a. Waive water development fees. Furnish and install necessary water services for the irrigation systems from water mains to the designated locations within the right of way of the project, at the State's expense.

b. Furnish all water to the irrigation system for plantings during the construction contract landscape installation phase and landscape establishment period, and all water hereafter necessary to properly maintain the landscape within all areas of the project, at the City's expense.

c. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the City.

d. Maintain the landscaping and irrigation system generally in right of way areas and furnish all labor, materials and electrical power necessary to maintain the same, as outlined in Exhibits "A" and "B". Maintenance shall include the care of all landscaping in accordance with accepted horticultural practices, and shall also include but not be limited to keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, testing, adjusting, repairing and operation of the irrigation system and the repair of all erosion to maintain the final grade established at the completion of the project. Any changes, additions or deletions to the landscaping must have written approval by the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic in accordance with the requirements of the State's Traffic Control Manual for Highway Construction and Maintenance.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for a period of five (5) years from the effective date, unless terminated earlier by mutual consent of the parties hereto or unless this agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years, unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State any time upon the giving of sixty (60) days written notice. It is understood and agreed that, in the event this agreement is terminated by the City, the State shall in no way be obligated to maintain the City's portion of the landscaping.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Room 616E
Phoenix, AZ 85007

City of Phoenix
Street Transportation Director
200 W. Washington Street
Phoenix, AZ 85003-1611


7. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement
the day and year first above written.


CITY OF PHOENIX, a Municipal
Corporation, Frank Fairbanks,
City Manager

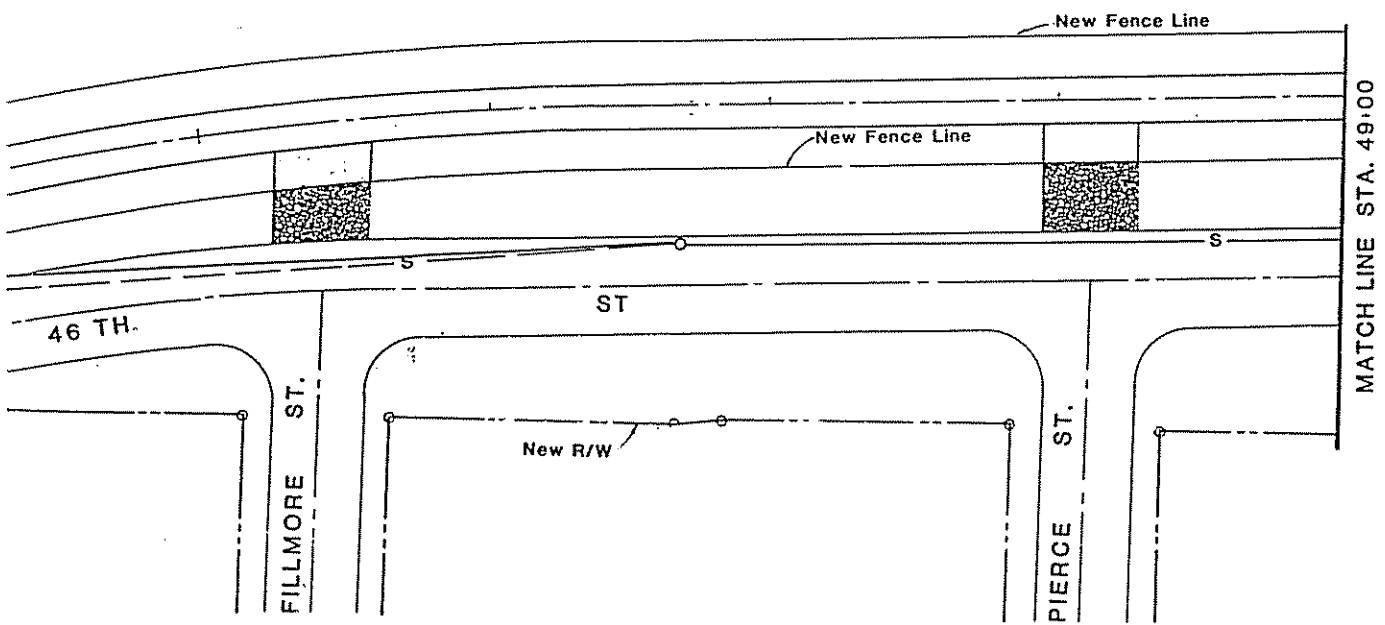
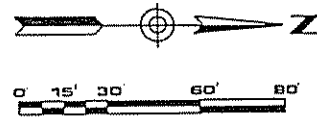
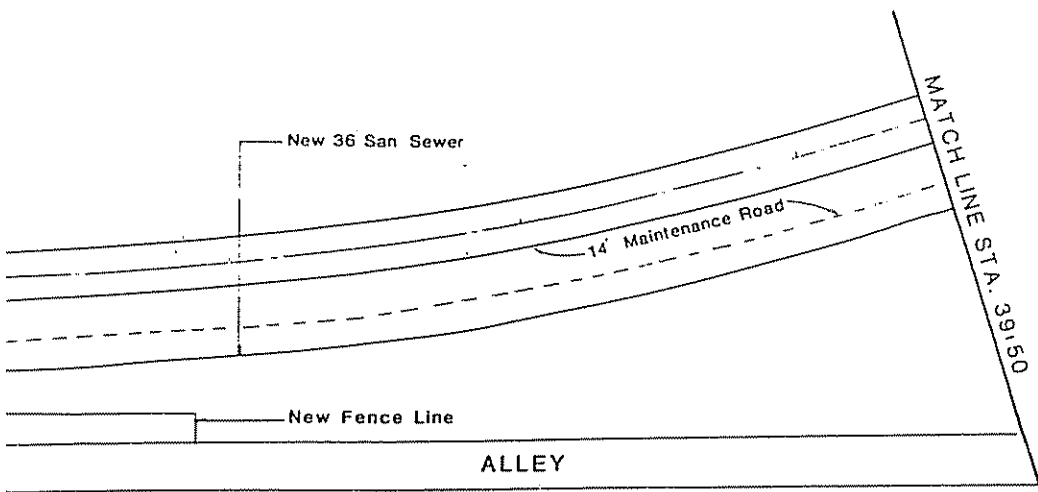
STATE OF ARIZONA
Department of Transportation

By 
JAMES H. MATTESON, P.E.
Street Transportation Director

By 
ROBERT P. MICKELSON, P.E.
Deputy State Engineer

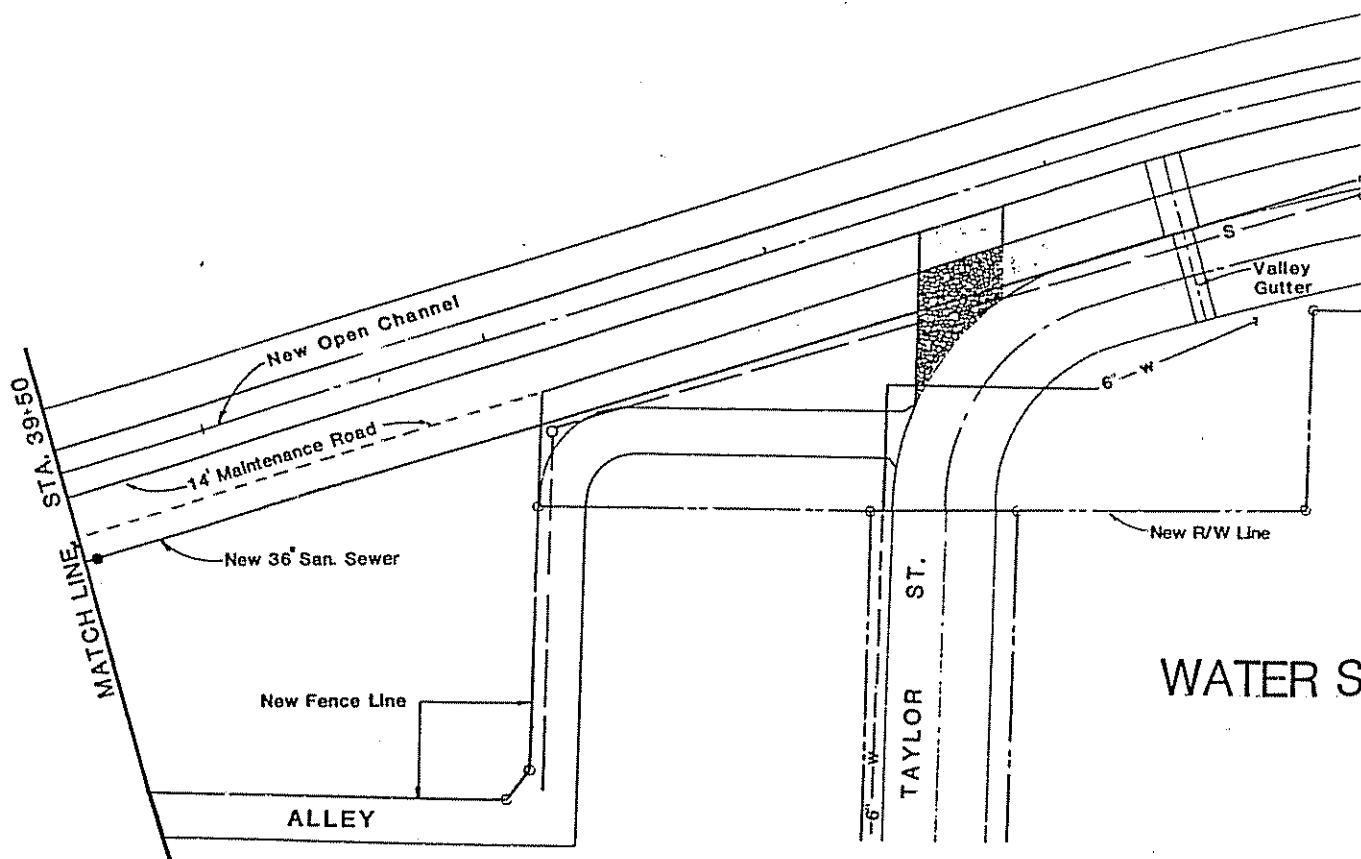
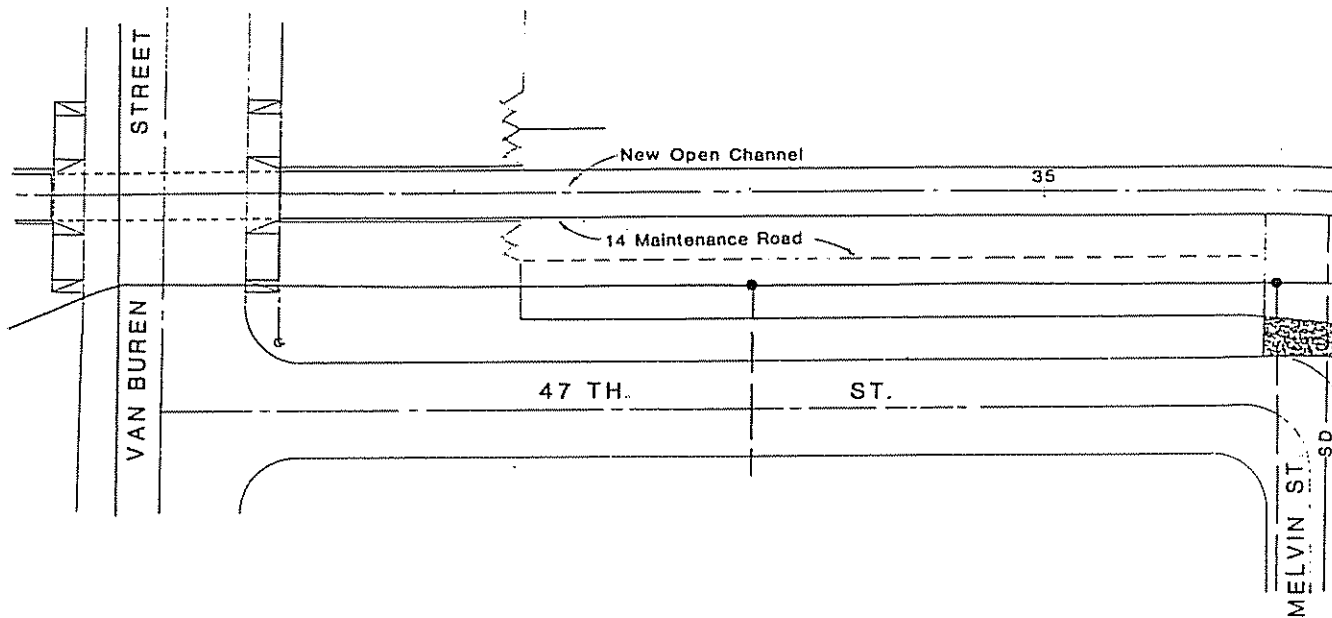
ATTEST:

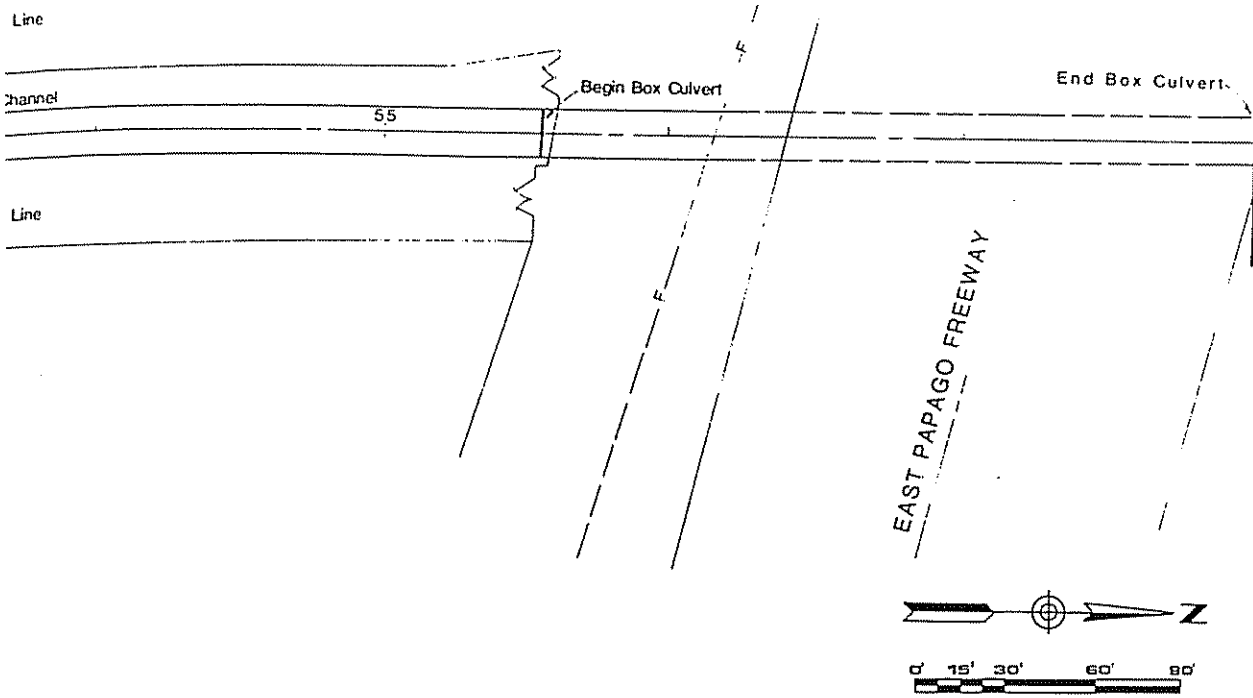
By 
VICKY MILL, City Clerk



SERVICE AND MAINTENANCE AGREEMENT EXHIBIT A

DESIGN	NAME	DATE	DMJM <small>300 W. CLAREMONT AVE. SUITE 400 PHOENIX, ARIZONA 85013 602/264-0997</small>			
DRAWN						
CHECKED						
<table border="1"> <tr> <td>DATE</td> <td>DMJM INC.</td> <td>REF</td> </tr> </table>				DATE	DMJM INC.	REF
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			SHEET OF			

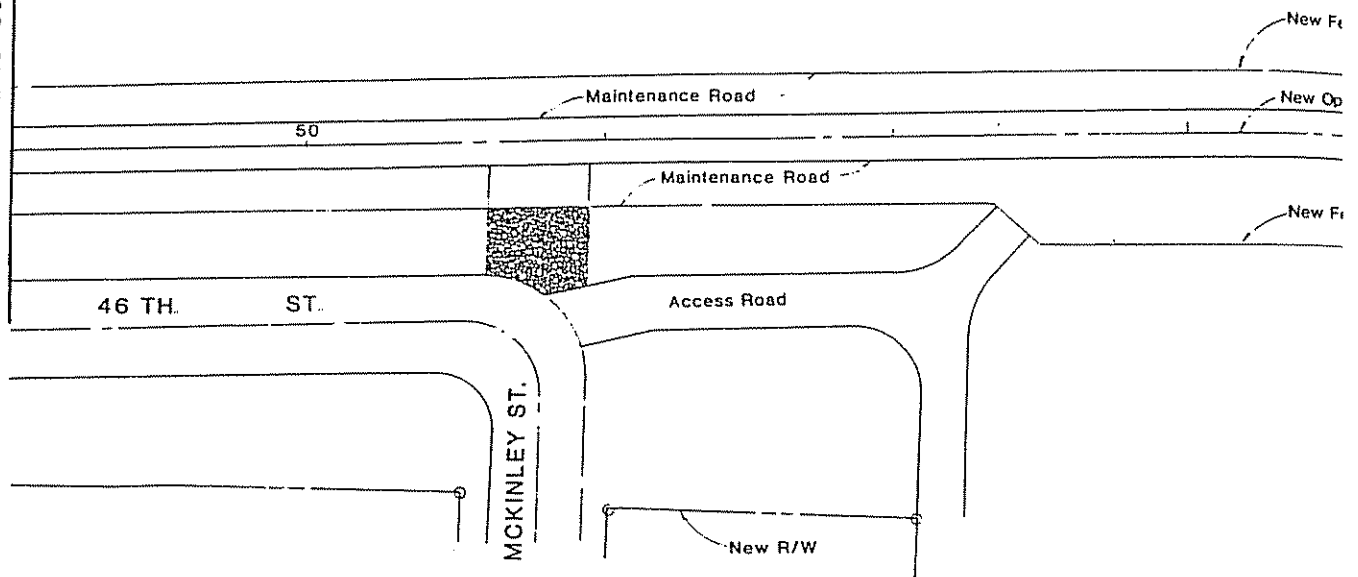




DE AGREEMENT EXHIBIT B

DESIGN	NAME	DATE	DMJM 300 W CLARENCE AVE SUITE 410 PHOENIX ARIZONA 85015 602/264-1397
DRAWN			
CHECKED			
DATE	DMJM NO	REF	SHEET OF

MATCH LINE STA. 49+00

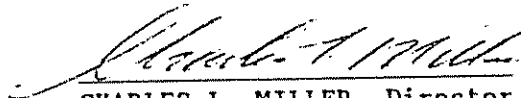


WATER SERVICE AND MAINTENANCE

RESOLUTION

BE IT RESOLVED on this 27th day of November 1989, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Phoenix for the purpose of defining responsibilities to provide landscape maintenance water in the vicinity of Van Buren Street north to the East Papago freeway overpass.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.


CHARLES L. MILLER, Director
Arizona Department of
Transportation

*Street
Laws*

RESOLUTION NO. 18323

A RESOLUTION AUTHORIZING A LANDSCAPE
MAINTENANCE AGREEMENT WITH THE ARIZONA
DEPARTMENT OF TRANSPORTATION FOR THE
HOHOKAM AND EAST PAPAGO FREEWAY; FURTHER
PROVIDING FOR THE COST THEREOF.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PHOENIX
as follows:

SECTION 1. A Resolution authorizing the City Manager
to enter into an Agreement with the Arizona Department of
Transportation to maintain landscape area on the Hohokam
Freeway and the East Papago Freeway.


SECTION 2. That the City shall provide water and
maintainance to the landscape area at a cost not to exceed
\$10,775 per year.

PASSED by the Council of the City of Phoenix
this 23 day of March, 1994.



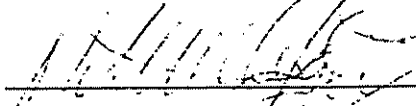
ACTING M A Y O R

ATTEST:



City Clerk

APPROVED AS TO FORM:

 ACTING
City Attorney

REVIEWED BY:

 ASSISTANT
City Manager

APPROVAL OF THE PHOENIX CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF PHOENIX, and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona and the City Charter.

DATED this 27th day February, 1994.

Michael D. Hoen

ACTING City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085


INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR91-0598-TRD, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 18th day of April, 1994.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
8365G